

Perry

AFSCME Council 61 (Public Works)(LIBRARY) 7/1/2005 6/30/2008

AGREEMENT

BETWEEN

CITY OF PERRY

AND

**AFSCME
IOWA COUNCIL # 61
LOCAL 3461**

JULY 1, 2005 TO JUNE 30, 2008

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ARTICLE 1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the City of Perry and AFSCME Local 3461, and to make clear the basis terms upon which such relationship depends. It is the intent of both the City and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings or grievances relating to employment.

ARTICLE 2 DUES CHECKOFF & IDENTIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the City agrees to deduct a regular monthly Union dues from the paycheck of each employee every month, and remit such deduction by the fifteenth (15) day of the succeeding month to the business address of the Union with an accompanying list of employees from whom payroll deductions were made. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted. The City shall require minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders of judgments brought or issued against the Employer as result of any action taken or not taken by the Employer. The Union agrees to pay all cost involved in implementation of Dues Check-off.

ARTICLE 3 GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the application of an Article of this Agreement. Other disputes or disagreements which do not involve the application of an article of this Agreement, including matters as to which other means of resolution are provided, or foreclosed by the Agreement, or by statute or administrative procedures applicable to the Employer, shall not be considered contract grievances. Grievances as herein defined shall be processed in the following manner:

Step 1 An employee shall discuss orally with his/her immediate supervisor citing the article(s) of this Agreement allegedly violated. The discussion shall occur within five (5) work days of the incident complained of. But, in no case shall a grievance be discussed thirty (30) calendar days after the alleged grievance occurred. The immediate supervisor shall give a response within five (5) work days.

- Step 2 If the answer from the immediate supervisor is not satisfactory, the employee shall present in writing, stating the specific provision(s) of this Agreement allegedly violated, to the department Head within five (5) work days after the response of the immediate supervisor. The Department Head shall respond to the employee in writing within five (5) work days from receiving the written allegation.
- Step 3 If the grievance is not settled in accordance with the foregoing procedure, the grievant shall, within five (5) work days after receipt of the answer from the Department Head present the grievance in writing to the employer or their designee. The City Council or their designee shall meet with and respond to the grievant within five (5) work days.
- Step 4 If the grievance is not settled in accordance with the foregoing procedure, the grievant, with the approval of the Union may appeal said response to arbitration. said appeal shall be within fifteen (15) work days after receipt of the response from the City Council or their designee and given in writing to the City Council or their designee.

After notifying the Employer of the referral of a case to arbitration, the parties shall meet within seven (7) calendar days to select an arbitrator or to request the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which the parties may select one (1) arbitrator. Such selection will be by agreement, if possible, otherwise, by the parties alternately eliminating one name from the list. The remaining name shall be designated arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him or her in writing by grievant and Employer, and shall have no authority to make his/her decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of law, rules or regulations having the force and effect of law. The arbitrator shall submit in writing, his/her decision within twenty (20) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the expressed terms of this Agreement of the facts of the grievance presented.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for an award or adjustment to be retroactive beyond the date of the filing of the grievance giving to the dispute.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration.

(Article 1 is not subject of the grievance procedure as set forth in this Agreement.)

ARTICLE 4 MANAGEMENT RIGHTS

Except as specifically modified by this Agreement, the City shall maintain, in addition to all powers, duties, and rights established by constitution, a provision, statute, ordinance, charter or special act, the exclusive power duty and right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency, of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

Notwithstanding any other provisions of this Agreement, the City of Perry may take all actions necessary to comply with the Americans with Disabilities Act.

ARTICLE 5 SENIORITY

Section 1 Seniority

Seniority shall be continuous length of service with the Employer from the last date of hire excluding all unpaid leaves of absence.

Section 2 Seniority List

The seniority list on the date of this Agreement shall show the name and job classification of all bargaining unit employees. The Employer shall update seniority list no less than once every year.

Section 3 Loss of Seniority Rights

An employee shall lose his/her seniority rights and the employment relationship shall be broken and terminated under the following conditions.

- A. Quit or retires.
- B. Engages in other work while on a paid leave of absence, except for vacation and holidays, gives false reason for obtaining a leave of absence, or overstays a leave of absence, unless evidence satisfactory to the Employer is present, clearly establishing that the employee was physically unable to give notice or return.

Section 4 Resolving Conflicts of Seniority

Where two (2) or more employees are appointed to permanent positions in the same bargaining unit on the same day, conflicts in seniority shall be resolved by the last four (4) digits of the employee's Social Security Number, with the employee having the lower number being considered as having the greater seniority.

Section 5 Probationary Employees

A new employee shall be on probation and have no seniority rights or recourse to the grievance procedure for a period of six (6) months from the date he/she commences work in a permanent position, and if retained, seniority shall be calculated from the last date of hire or rehire.

**ARTICLE 6
REDUCTION IN FORCE**

In the event a reduction in force, layoff shall be accomplished in the following sequence:

- 1) Probationary employees;
- 2) Regular Part Time employees;
- 3) Regular Full Time employees.

Employees shall be laid off in accordance with seniority and ability. Layoff shall be by seniority with the least senior employee being laid off first unless the least senior employee possesses special skills and ability required to meet the needs of the Employer. The Employer shall give reasons for the layoff decision in writing to the affected employee(s) and Local Union President.

Employees shall be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

An Employee whose job is abolished or is laid off in his/her classification because of reduction of force or for health reasons and has greater seniority rights than an employee working in a different classification, may exercise his/her seniority by:

- a) Taking any vacancy that may exist for which he/she can qualify, or
- b) By displacing any Employee with less seniority in a classification in which the Employee is qualified to perform the work, as determined by the Employer.
- c) If displaced employee disagrees with the Employers decision they have the right to take action through the grievance procedure.

ARTICLE 7 PROMOTION/TRANSFER

- A. Seniority shall be given preference in filling a vacated or new position, provided ability and other necessary qualifications of the applicants are equal.
- B. The City shall bring to the attention of its employees new positions and vacancies by posting notices thereof for a period of five (5) working days in a designated area.
- C. An employee who accepts a posted position shall have a sixty (60) day probationary period therein. Should such employee be disqualified at any time during the sixty (60) day probationary period, he/she will be returned to his/her former position. An employee who has requested and been voluntarily transferred may, within two (2) weeks, transfer back to the original position.
- D. An employee may be temporarily transferred for a period not to exceed two (2) pay periods without any change in rate of pay. An employee temporarily transferred to a position for periods exceeding two (2) pay periods shall be paid the rate of pay for the classification.

ARTICLE 8 HOURS OF WORK

Nothing in this Article or Agreement shall be construed in any manner as a guarantee of hours of work per day, per month or per contract year.

The normal work week shall be seven (7) consecutive calendar days commencing at 12:01 a.m., Wednesday and ending at 12:00 midnight the following Tuesday. The normal work day shall start and end at the time and place designated by the employer. The employer shall give notice in writing seven (7) calendar days in advance of change in the normal

starting time except in case of an emergency. The normal duty hours shall be eight (8) per work day. Any employee who fails to give notice to his/her immediate supervisor or Department Head of an absence as soon as possible, but no later than one (1) hour after the designated starting time shall forfeit all pay for that day, except in the case of emergency.

All employees shall observe at least one-half (1/2) hour duty free unpaid lunch period as close to the middle of their shift as possible or at the Employer's discretion; a paid meal period in situations where qualified relief is not available.

Each employee will be permitted to a fifteen (15) minute break with pay as close to the middle of the first and last four (4) hours in the work day. The time limits for the lunch period and breaks shall be strictly observed.

Call Back Pay: Those employees who are called back to work after their regularly scheduled shift shall be guaranteed a minimum of one and one-half (1-1/2) hours at time and one half (1-1/2).

ARTICLE 9 INSURANCE

Insurance benefits are available to employees upon application. The employer shall pay full employee (single) premiums for the present insurance program (Medical, Major Medical, Hospital, Loss of Time and Life) for regular full-time employees.

Insurance coverage shall include deductibles of \$200.00 (single) and \$400.00 (family) with 80/20 co-insurance for the first \$3,000 (single) and \$6,000 (family) for a maximum of out-of-pocket of \$800.00 (single) and \$1,600.00 (family).

If Employees choose to have family insurance coverage, they will be responsible for paying **fifteen per cent (15%)** of the difference not to exceed the cap between single and family premiums. **The fifteen per cent (15%) shall be paid via regular payroll deduction and may not exceed forty dollars (\$40) per pay period.** See chart below:

	Year 1	Year 2	Year 3
	5%	10%	15%
Cap of	\$15/pay period	\$25/pay period	\$35/pay period

ARTICLE 10 LEAVE

All leave shall be applied for and approved in writing prior to said leave commencing. Provisions of this Article shall apply to Regular Part-Time employees and Regular Full-Time employees. All leave for Regular Part-Time employees shall be pro-rated on a proportionate percentage basis to the hours actually worked and adjusted annually on the employee's anniversary date.

1. LEAVE WITH PAY

A. Military Leave: All employees shall be granted leave in accordance with the Code of Iowa.

B. Jury Duty: All employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the work day required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the Employer. Jury duty pay does not include payment for mileage. When an employee is released from such duty and more than one (1) hour of the employee's regularly scheduled shift remains, said employee shall report to work.

C. Bereavement Leave: All employees will be allowed time off with pay in accordance with the following schedule: up to four (4) days per occurrence for arrangements and/or attending the funeral of immediate family (**Parent, Parent –in-law, Mother, Father, Sister, Brother, Son, Daughter, Wife, Husband, or Grandparent** of the employee); ~~up to three (3) days per occurrence of the funeral of Mother-in-law, Father-in-law;~~ up to one (1) day per occurrence for funeral of their in-laws; up to one-half (1/2) day for pallbearer or flower bearer for a local funeral; and up to one (1) day for pallbearer or flower bearer for an out of town funeral. Other situations will be handled individually.
Employees shall have the option to use **two (2)** days of sick leave with department head approval.

D. Vacation Leave: Permanent employees shall earn vacation leave with full pay for continuous employment from the last date of hire as follows:

1 year through 7 years	2 weeks (80 hours)
8 years through 14 years	3 weeks (120 hours)
15 years through 21 years	4 weeks (160 hours)
22 years or more	5 weeks (200 hours)

Beginning July 1, 2000 the above schedule shall change to:

1 through 6 years	10 days (80 hours, 3.08 hrs. per pay period)
7 through 13 years	15 days (120 hours) 4.62 hrs. per pay period
14 through 20 years	20 days (160 hours) 6.15 hrs. per pay period
21 + years	25 days (200 hours) 7.69 hrs. per pay period

If an employee is separated from employment due to layoff, resignation, discharge, retirement or death he/she or his/her estate shall have paid to it any unused vacation leave he/she may have earned.

Officially designated holidays occurring during an employee's vacation shall not be counted against the employee's vacation.

An employee's request to use vacation leave shall be submitted to the Department Head no later than May 1 of each year. In cases where employee's requests conflict, seniority shall be the determining factor.

Vacation requests can be submitted to the Department Head to approve on emergency basis.

One (1) week of vacation per year can be carried over the next year.

Section E Sick Leave:

Full-time employees shall earn sick leave at the rate of eight (8) hours per month (96 hours per year) of service but may not accrue a balance of more than 560 hours.

- (a) Any sick time accrued up to July 1, 2002, will be frozen in a 'past sick time' account. These hours should be used first whenever an illness occurs which calls for sick leave time off.
- (b) ~~Starting July 1, 2002,~~ full-time employees shall earn sick leave at the rate of eight (8) hours per month (96 hours per year) of service but may not accrue a balance of more than 800 hours. At the time of retirement, a reduction in work force or termination, the City will buy back those hours at a rate of one (1) to four (4). If reason for termination falls under Article 5, Section 3, category B of this agreement then this 'buy back' benefit is forfeited

Sick leave may be used for absence due to temporary disability caused by illness, injury, or pregnancy, or for exposure to contagious or communicable disease which may be transmitted to fellow employees. Any such absence will begin when the temporary disability or exposure will be so severe as to prohibit an employee from attendance at work and will cease when an employee is able to return to work. In cases where an employee has been absent on sick leave in excess of three (3) days, he/she shall, immediately upon return to work, submit a physician's statement that such absence was due to illness or other reasons which allow the use of sick leave.

Sick leave may also be used for a family emergency resulting from an illness or injury to an employee's spouse, children, or other dependents residing in the employee's household. Such emergency must require the employee's presence at home or at the hospital. Up to three (3) days per year, used in at least one-half (1/2) day intervals, may be used for family emergency. Requests for such leave for individuals not outlined here will be made to the administrator. The administrator will review such requests and approve or disapprove on an individual basis based on the circumstances in each instance.

The City of Perry reserves the right to investigate all the usage of sick leave and may hold full payment of said sick leave until said investigation is completed.

Should the City determine that an employee has not used sick leave in accordance with the above rules and regulations, payment may be denied. Sick leave shall automatically be denied in each instance where an employee fails to give at least thirty (30) minutes notice prior to the start of the employee's assigned shift.

The City may require an employee to submit to a doctor's certificate detailing the reason and duration of any absence, or the City may require that an employee be examined by a physician named by the City.

- F. Family and Medical Leave Act (FMLA): The City recognized that it may have certain obligations under the FMLA and will grant such leave time to employees in accordance with the provisions of the Act.
- G. Immediate Family Leave: Employees shall be allowed the use of sick leave for the care and necessary attention of ill or injured members of the employee's immediate family (as defined in Article 9,-1QC. Bereavement Leave). The employee shall submit a note from the caregiver to verify the reason for the use of said leave. Use of sick leave for the purposes on this Section is limited to one-half (1/2) day increments and a total of three (3) working days per year.

2. LEAVE WITHOUT PAY

Upon written request by the employee, prior to the employee exhausting his/her vacation leave, leave without pay may be granted by the Employer, in writing, for a period not to exceed two (2) calendar months.

An employee granted leave without pay shall accrue any vacation leave, sick leave, or other benefits.

ARTICLE 11 HOLIDAYS

Holiday Leave: All regular employees shall be eligible for holiday pay for each observed Holiday. When a holiday falls on a Saturday, the preceding Friday shall be granted. When a holiday falls on a Sunday, the following Monday shall be granted. In order to be eligible for holiday pay, an employee must report for work on the last scheduled work day before and the first scheduled work day after the holiday.

Holidays observed by eligible employees are as follows:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Day
Labor Day	Floating Holiday
Employee Birthday	

ARTICLE 12 PROBATIONARY PERIOD

Probationary period is not to exceed six (6) calendar months from the last date of hire for new employees. This time period may be extended by mutual agreement between the employee and the Employer.

Any employee may be terminated during the probationary period without right of appeal.

Upon satisfactory completion of the probationary period, the employee shall be entitled to all the rights and privileges granted permanent employees and the terms of employment shall start as of the last day of employment. (Employment status: Probationary, Regular Part Time, Regular Full Time).

ARTICLE 13 COMPENSATION

OVERTIME: Overtime compensation shall be paid for all hours worked in excess of forty (40) in any given work week at the rate as set forth in the Federal Fair Labor Standards Act. All paid leaves except sick leave and Immediate Family Leave (as listed in Article 9) that have been pre-approved by the Department Head shall count as time worked when computing overtime. There shall be no pyramiding of either time or pay by the employee or Employer.

HOLIDAYS WORKED: Employees required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) the employee's rate plus eight hours of holiday pay for eligible employees. This includes Regular Part Time employees.

LONGEVITY: Regular full time employees shall be paid one cent per hour per year of service after completion of one full year of service.

CLOTHING: Employees assigned to the Public Works, Recreation or Parks Department shall be eligible to receive reimbursement for their purchase of work-related clothing up to a maximum of two hundred dollars (200.00) per contract year, **effective July 1, 2006 this amount shall increase to two hundred twenty five dollars (\$225).** To be eligible for such reimbursement the employee is required to submit a receipt for their purchase of such work-related clothing.

Each employee shall be provided with three (3) uniform tee shirts. The shirt style and color shall be determined by the City and shall be replaced when worn and/or damaged as determined by the City.

Employees assigned as Refuse Collectors shall be provided appropriate protective rain gear.

COMMERCIAL DRIVERS LICENSE: The City shall reimburse the cost of the Commercial Drivers License (C.D.L.) and required endorsements for those employees

whose job duties require possession of the C.D.L. The employee shall submit appropriate receipts in order to receive reimbursement.

GRADE PAY: Employees assigned to the Waste Water Department shall receive an additional Sixty-Five Dollars (\$65.00) per month for each waste water treatment license grade level attained.

WAGES: Specific wage rates for each classification are shown in Appendix B, C & D.

ON CALL: Employees who are assigned to be on-call for one (1) full week (Monday – Sunday) shall receive eight (8) hours of Compensatory time ("C-time") credited to their respective balance of C-time for each full week so assigned.

ARTICLE 14 PROCEDURES & RULES

The City of Perry may from time to time adopt and publish changes to existing departmental procedures and rules. Such changes shall become effective only after they have been prominently posted on appropriate Employer bulletin boards for a period of five (5) work days. All employees shall comply with the work rules. Any unresolved complaint as to the reasonableness of new or existing work rules, or any complaint involving discrimination in the application of such rules shall be resolved through the Grievance Procedure.

ARTICLE 15 MISCELLANEOUS

Section 1 Use of Facilities

The Employer agrees to allow the Union to use the Employer owned facilities, if facilities are available.

Section 2 Union Business

Regular members of the official Union Bargaining Committee, not to exceed four (4) and no more than one (1) from each department, will be permitted to attend scheduled meetings with City representatives, not internal Union meetings, during normal work hours without loss of regular pay. Such meetings shall not result in any overtime pay.

One member of the Bargaining Committee may, upon request to the respective supervisor, be permitted to leave his/her work area to assist a unit member with a grievance in those instances in which a resolution must be reached immediately and cannot be resolved at a later time. Such instances may include immediate and critical safety issues, leave for specific functions which cannot be attended at a later date, i.e. funeral, wedding, etc. Such occasions will normally be limited to one hour or less for the committee member to be away from work.

APPENDIX A

DEFINITIONS

1. **REGULAR FULL-TIME EMPLOYEE**

Normally scheduled to work a forty (40) hour week for an indefinite period of time. There is no guarantee of a specific number of hours worked in any week, month or year.

2. **REGULAR PART-TIME EMPLOYEE**

Normally scheduled to work at least twenty-one (21) hours per week but less than thirty nine (39) hours per week. These appointments are for an indefinite period of time and without any guarantee of any number of any work for any week, month or year. These employees are included in the bargaining unit and receive a negotiated hourly rate of pay and pro-rated benefits as described elsewhere in this Agreement. There is no guarantee of a specific number of hours worked in any week, month or year.

3. **CASUAL EMPLOYEE**

Normally schedule to work at least twenty-one (21) hours per week and for a period of six (6) months or more per year. These employees receive the negotiated union rate of pay for any work beyond six (6) consecutive months in a year but are not eligible for any union negotiated benefits, i.e., insurance, sick leave, holiday, vacation, etc. There is no guarantee of hours worked in any week, month or year.

4. **SEASONAL EMPLOYEE**

Normally scheduled to work less than six (6) months per year or work less than twenty-one (21) hours per week for an indefinite period of time. These employees are excluded from the bargaining unit, do not receive the union rate of pay or any related benefits.

5. **EMPLOYER OR CITY**

The City of Perry, Iowa.

6. **EMPLOYEE**

Refers to any City of Perry employee designated as a regular full-time or regular part-time employee assigned to a classification which is in the Bargaining Unit.

7. **CONTRACT YEAR.**

Begins July 1 and ends July 30 each year.

APPENDIX B

Pay Plan July 1, 2005

CLASSIFICATION	STEP 1* (90% OF STEP 3)		STEP 2* (95% OF STEP 3)		STEP 3*
Aquatics Coordinator	\$	11.21	\$	11.83	\$ 12.45
Assistant Librarian	\$	12.80	\$	13.51	\$ 14.22
Assistant Public Works Director	\$	16.55	\$	17.47	\$ 18.39
Audio/Visual Librarian	\$	10.47	\$	11.05	\$ 11.63
Children's Librarian	\$	12.22	\$	12.90	\$ 13.58
Laborer	\$	7.98	\$	8.42	\$ 8.87
Library Associate	\$	9.38	\$	9.90	\$ 10.42
Maintenance I	\$	8.26	\$	8.72	\$ 9.18
Maintenance II	\$	10.59	\$	11.17	\$ 11.76
Maintenance III	\$	10.84	\$	11.44	\$ 12.04
Municipal Maintenance Worker	\$	14.19	\$	14.98	\$ 15.77
Office Associate	\$	9.11	\$	9.62	\$ 10.12
Recreation Coordinator	\$	11.21	\$	11.83	\$ 12.45
Refuse Collector	\$	14.19	\$	14.98	\$ 15.77
Senior Laborer	\$	11.08	\$	11.69	\$ 12.31
Wastewater Treatment Operator	\$	14.62	\$	15.43	\$ 16.24
Bruce Timmons***					\$ 18.86
David Gliem***					\$ 19.12
***Special rates for these employees only.					

* Employees are normally appointed at step one and are then eligible for increases to steps two and three on an annual basis. An employee may be appointed above step one depending upon qualifications.

** This is a part time position, however, will be paid wages as a full time but without any benefits.

(1) Regular Part Time Employees are assigned to their respective job title are in Union Unit and paid 15% below regular job rate.

APPENDIX C

Pay Plan July 1, 2006

CLASSIFICATION	STEP 1* (90% OF STEP 3)	STEP 2* (95% OF STEP 3)	STEP 3*
Aquatics Coordinator	\$ 11.49	\$ 12.12	\$ 12.76
Assistant Librarian	\$ 13.12	\$ 13.85	\$ 14.58
Assistant Public Works Director	\$ 16.96	\$ 17.91	\$ 18.85
Audio/Visual Librarian	\$ 10.73	\$ 11.32	\$ 11.92
Children's Librarian	\$ 12.53	\$ 13.22	\$ 13.92
Laborer	\$ 8.18	\$ 8.64	\$ 9.09
Library Associate	\$ 9.61	\$ 10.15	\$ 10.68
Maintenance I	\$ 8.47	\$ 8.94	\$ 9.41
Maintenance II	\$ 10.85	\$ 11.45	\$ 12.05
Maintenance III	\$ 11.11	\$ 11.72	\$ 12.34
Municipal Maintenance Worker	\$ 14.55	\$ 15.36	\$ 16.16
Office Associate	\$ 9.34	\$ 9.85	\$ 10.37
Recreation Coordinator	\$ 11.49	\$ 12.12	\$ 12.76
Refuse Collector	\$ 14.55	\$ 15.36	\$ 16.16
Senior Laborer	\$ 11.36	\$ 11.99	\$ 12.62
Wastewater Treatment Operator (WTO)	\$ 14.98	\$ 15.81	\$ 16.65
Bruce Timmons***			\$ 19.33
David Gliem***			\$ 19.60
***Special rates for these employees only.			

* Employees are normally appointed at step one and are then eligible for increases to steps two and three on an annual basis. An employee may be appointed above step one depending upon qualifications.

* * This is a part time position, however, will be paid wages as a full time but without any benefits.

(1) Regular Part Time Employees are assigned to their respective job title are in Union Unit and paid 15% below regular job rate.

APPENDIX D

Pay Plan July 1, 2007

CLASSIFICATION	STEP 1* (90% OF STEP 3)	STEP 2* (95% OF STEP 3)	STEP 3*
Aquatics Coordinator	\$ 11.77	\$ 12.43	\$ 13.08
Assistant Librarian	\$ 13.45	\$ 14.20	\$ 14.94
Assistant Public Works Director	\$ 17.39	\$ 18.36	\$ 19.32
Audio/Visual Librarian	\$ 11.00	\$ 11.61	\$ 12.22
Children's Librarian	\$ 12.84	\$ 13.55	\$ 14.27
Laborer	\$ 8.39	\$ 8.85	\$ 9.32
Library Associate	\$ 9.85	\$ 10.40	\$ 10.95
Maintenance I	\$ 8.68	\$ 9.16	\$ 9.65
Maintenance II	\$ 11.12	\$ 11.73	\$ 12.35
Maintenance III	\$ 11.38	\$ 12.02	\$ 12.65
Municipal Maintenance Worker	\$ 14.91	\$ 15.74	\$ 16.56
Office Associate	\$ 9.57	\$ 10.10	\$ 10.63
Recreation Coordinator	\$ 11.77	\$ 12.43	\$ 13.08
Refuse Collector	\$ 14.91	\$ 15.74	\$ 16.56
Senior Laborer	\$ 11.64	\$ 12.29	\$ 12.94
Wastewater Treatment Operator (WTO)	\$ 15.36	\$ 16.21	\$ 17.07
Bruce Timmons***			\$ 19.81
David Gliem***			\$ 20.09
***Special rates for these employees only.			

* Employees are normally appointed at step one and are then eligible for increases to steps two and three on an annual basis. An employee may be appointed above step one depending upon qualifications.

** This is a part time position, however, will be paid wages as a full time but without any benefits.

(1) Regular Part Time Employees are assigned to their respective job title are in Union Unit and paid 15% below regular job rate.

An employee shall not be unreasonably denied access to a Union representative. The Union representative must ask permission from the appropriate supervisor before leaving work. It is understood that normal discussions concerning an employee's work performance with his/her supervisor do not require the presence of a Union representative.

Section 3 The City will pay for single or family membership to the McCreary Recreation Facility each year of the contract starting with the November 2002 McCreary membership year. Any employee not taking advantage of this benefit shall receive one-hundred dollars (4100.00) which will be paid out November 1 of each contract year.

TERMINATION OF AGREEMENT

This Agreement shall be effective on July 1, 2005, and shall continue in effect until June 30, 2008. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing at least one hundred twenty (120) days prior to March 15, 2008, or each year thereafter, that it desires to modify, amend or terminate the Agreement.

For the Employer

City of Perry

By Vivian Shirley
Mayor

By ROGER NEUBER
City Administrator

By Jay Thompson
Chief Negotiator

For the Union

American Federation of State,
County, and Municipal Employees,
Local 3461

By Stan Herman 5/11/05
Chief Negotiator

By Alan Kellerman 5-11-05
Employee Representative

By Bill Cannon 5-12-05
Employee representative